

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

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OF COUNSEL
URBAN A. LESTER

October 10, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 12449-G FILED

OCT 10 '02 2-10 PM

Dear Mr. Williams:

SURFACE TRANSPORTATION BOARD

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Lease and Security Interest, dated as of February 1, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 12449.

The names and addresses of the parties to the enclosed document are:

Trustee:	First Security Bank, N.A. 79 South Main Street Salt Lake City, Utah 84111
Agent:	LaSalle Bank National Association 135 South LaSalle Street Suite 1960 Chicago, Illinois 60603
Lessee:	Union Pacific Railroad Company 1416 Dodge Street Omaha, NE 68179
Owner:	Mellon Bank, N.A. One Mellon Bank Center Pittsburgh, PA 15258

Mr. Vernon A. Williams
October 10, 2002
Page Two

A description of the railroad equipment covered by the enclosed document is:

167 covered hoppers CNW 178600 – CNW 178766

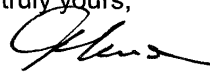
A short summary of the document to appear in the index follows:

Termination of Lease and Security Interest

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr
Enclosures

OCT 10 '02 2-10 PM

SURFACE TRANSPORTATION BOARD

TERMINATION OF LEASE AND SECURITY INTEREST

THIS TERMINATION OF LEASE AND SECURITY INTEREST (this "Termination") is made and entered into, as of February 1, 2001, by MELLON LEASING CORPORATION (formerly known as Mellon Financial Services Corporation #3 and successor to Mercantile Trust Company National Association ("Mercantile Trust") ("Mellon")), FIRST SECURITY BANK, N.A. (successor to Exchange National Bank of Chicago), not in its individual capacity but solely as Trustee ("First Security"), and LASALLE NATIONAL BANK ("LaSalle").

John LASALLE BANK NATIONAL ASSOCIATION
FORMERLY KNOWN AS

RECITALS

MP WHEREAS, various agreements were entered into by the parties indicated with respect to the railroad equipment described on Schedule 1 hereto (the "Equipment"), including without limitation the following agreements which were filed with the Interstate Commerce Commission as noted:

1. Conditional Sale Agreement, dated as of October 1, 1980 (the "CSA"), between FMC Corporation, as Builder, and Exchange National Bank of Chicago, as Trustee under the Trust Agreement of even date, with Mercantile Trust, as the Owner, filed with the Interstate Commerce Commission on November 28, 1980, under recordation number 12449.
2. Agreement and Assignment, dated as of October 1, 1980, between Builder and LaSalle, as Agent, filed with the Interstate Commerce Commission on November 28, 1980, under recordation number 12449-A.
3. Railroad Equipment Lease, dated as of October 1, 1980, between Chicago and North Western Transportation Company, as Lessee, and Trustee, as Lessor (the "Lease"), filed with the Interstate Commerce Commission on November 28, 1980, under recordation number 12449-B.
4. Assignment of Lease and Agreement, dated as of October 1, 1980, between the Trustee, as assignor, and Agent, as assignee, filed with the Interstate Commerce Commission on November 28, 1980, under recordation number 12449-C.
5. Amendment to Conditional Sale Agreement between Builder and Trustee, dated as of October 2, 1980, filed with the Interstate Commerce Commission on February 12, 1981, under recordation number 12449-D.
6. Notice of Merger between Chicago and North Western Railway Company and Union Pacific Railroad Company ("Union Pacific"), filed with the Interstate Commerce Commission on November 2, 1995, under recordation number 12449-E.

WHEREAS, the Lease referenced above expired on January 31, 2001 and the term was not extended nor was a right of first refusal exercised by the then-current Lessee, Union Pacific.

WHEREAS, all parties wish to acknowledge the termination of the various documents above and any other documents or filings creating an encumbrance on the Equipment.

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

TERMINATION OF LEASE AND SECURITY INTEREST

First Security and LaSalle hereby acknowledge and agree that all amounts due with respect to the CSA and other indebtedness relating to the transaction or the Equipment have been received by the Investors or other owed parties and the Equipment is no longer subject to the CSA or the Assignments. All security interests and encumbrances on the Equipment are released and terminated.

First Security, Mellon and Union Pacific hereby acknowledge and agree that the Lease and the related documents herein referenced are terminated. Further, Union Pacific waives any rights pursuant to the documents and agreements referenced herein, including without limitation any rights of extension and first refusal pursuant to Section 14 of the Lease.

This Termination, which may be executed in counterparts, shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers as of the day and year first above written.

FIRST SECURITY BANK, N.A.,
not in its individual capacity but
solely as Trustee

MELLON LEASING CORPORATION

By: _____
Title: _____

By: 
Title: VICE PRESIDENT

ATC
Sm - LASALLE BANK NATIONAL ASSOCIATION
FORMERLY KNOWN AS
LASALLE NATIONAL BANK,
as Agent

UNION PACIFIC RAILROAD
COMPANY

By: 
Title: Assistant Vice President

By: _____
Title: _____

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

TERMINATION OF LEASE AND SECURITY INTEREST

First Security and LaSalle hereby acknowledge and agree that all amounts due with respect to the CSA and other indebtedness relating to the transaction or the Equipment have been received by the Investors or other owed parties and the Equipment is no longer subject to the CSA or the Assignments. All security interests and encumbrances on the Equipment are released and terminated.

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IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers as of the day and year first above written.

**FIRST SECURITY BANK, N.A.,
not in its individual capacity but
solely as Trustee**

MELLON LEASING CORPORATION

By: _____
Title: _____

By: _____
Title: _____

**LASALLE NATIONAL BANK,
as Agent**

**UNION PACIFIC RAILROAD
COMPANY**

By: _____
Title: _____

By: Dore Bagley
Title: SR. MGR. PURCHASING-LEASES

Equipment.

NOW THEREFORE, the parties, intending to be legally bound hereby, agree as follows:

TERMINATION OF LEASE AND SECURITY INTEREST

First Security and LaSalle hereby acknowledge and agree that all amounts due with respect to the CSA and other indebtedness relating to the transaction or the Equipment have been received by the Investors or other owed parties and the Equipment is no longer subject to the CSA or the Assignments. All security interests and encumbrances on the Equipment are released and terminated.

First Security, Mellon and Union Pacific hereby acknowledge and agree that the Lease and the related documents herein referenced are terminated. Further, Union Pacific waives any rights pursuant to the documents and agreements referenced herein, including without limitation any rights of extension and first refusal pursuant to Section 14 of the Lease.

This Termination, which may be executed in counterparts, shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the parties have caused this Termination to be executed by their respective duly authorized officers as of the day and year first above written.

**FIRST SECURITY BANK, N.A.,
not in its individual capacity but
solely as Trustee**

By:
Title:

Jamie Mackay
TRUST OFFICER

**LASALLE NATIONAL BANK,
as Agent**

By:
Title:

MELLON LEASING CORPORATION

By:
Title:

**UNION PACIFIC RAILROAD
COMPANY**

By:
Title:

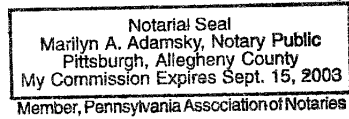
COUNTY OF ALLEGHENY

COMMONWEALTH OF PENNSYLVANIA

)
) SS
)

On this the 17 day of ^{April} February 2001, before me personally appeared Michael F. Marks, to me personally known, who being by me duly sworn, says that he is a Vice President of Mellon Leasing Corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marilyn A. Adamsky
Notary Public



COUNTY OF COOK)
STATE OF ILLINOIS) SS

On this the 28th day of February 2001, before me personally appeared
ERIK R. BENSON to me personally known, who being by me duly sworn, says
that he is the ~~Assistant Vice President~~ of LaSalle National Bank, that the foregoing
instrument was signed on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the foregoing instrument was
the free act and deed of said corporation.

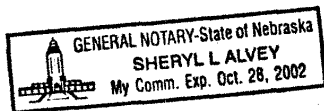
For LASALLE BANK NATIONAL ASSOCIATION,
FORMERLY KNOWN AS

Mary Ann Kimal
Notary Public



COUNTY OF Douglas
STATE OF Nebraska) SS

On this the 28th day of March 2001, before me personally appeared Dave Bergley to me personally known, who being by me duly sworn, says that he is Gen. Mgr. & Asst. of Union Pacific Railroad Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



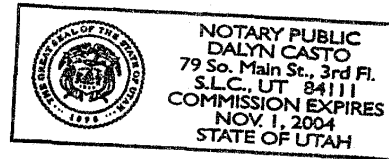
Sheryl L. Alvey
Notary Public

COUNTY OF _____
STATE OF UTAH

} SS

On this the 28th day of February 2001, before me personally appeared Jamie A. Mackay to me personally known, who being by me duly sworn, says that she is the TRUST OFFICER of First Security Bank, N.A., that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dalyn Casto
Notary Public



SCHEDULE 1
THE EQUIPMENT

<u>Type</u>	<u>Quantity</u>	<u>Road Numbers -Both Inclusive</u>
4700 c.f. 100-ton covered steel hopper cars AAR Mech. Desig. (car-type) code L-153	167	CNW 178600 - CNW 178766